

1 UNITED STATES DISTRICT COURT
2 DISTRICT OF NEVADA

3 ***

4
5 BETTE ALLEN, *et al.*,

6 Plaintiffs,

2:14-cv-02000-JCM-VCF

7 vs.

ORDER

8 JOHNSON & JOHNSON, *et al.*,

9 Defendants.
10

11 Before the court is the parties' Confidentiality Stipulation and Protective Order (#12¹), which the
12 court approves with the following modifications to Paragraph 17. This order reminds counsel that there is
13 a presumption of public access to judicial files and records. Paragraph 17 will include the following
14 language:

15 In the event that counsel files or lodges with the Court any Confidential Information, all
16 documents attaching, quoting from, or otherwise revealing the content of Confidential
17 Information shall be filed under seal in accordance with Local Rule 10-5 [and the Ninth
18 Circuit decision in *Kamakana v. City and County of Honolulu*, 447 F.3d 1172 (9th Cir.
2006)], or as otherwise required by the Court.

19 A party seeking to file a confidential document or utilize a confidential document at trial must
20 comply with the Ninth Circuit's directives in *Kamakana*:

21 Unless a particular court record is one "traditionally kept secret," a "strong presumption in
22 favor of access" is the starting point. ... A party seeking to seal a judicial record then bears
23 the burden of overcoming this strong presumption by meeting the "compelling reasons"
24 standard. ... that is, the party must "articulate[] compelling reasons supported by specific
25 factual findings," that outweigh the general history of access and the public policies
favoring disclosure. ¶ In general, "compelling reasons" sufficient to outweigh the public's
interest in disclosure and justify sealing court records exist when such "court files might

¹ Parenthetical citations refer to the court's docket.

1 have become a vehicle for improper purposes,” such as the use of records to gratify private
2 spite, promote public scandal, circulate libelous statements, or release trade secrets. ... The
3 mere fact that the production of records may lead to a litigant’s embarrassment,
4 incrimination, or exposure to further litigation will not, without more, compel the court to
5 seal its records.

6 *Id.* at 1178-79 (citations omitted).

7 To justify the sealing of discovery materials attached to non-dispositive motions, a particularized
8 showing of good cause is required. *Id.* at 1180. To justify the sealing of discovery materials attached to
9 dispositive motions or used at trial, however, a higher threshold is required: a particularized showing that
10 compelling reasons support secrecy. *Id.* “A ‘good cause’ showing will not, without more, satisfy a
11 ‘compelling reasons’ test.” *Id.* When private discovery materials are attached to a dispositive motion (or
12 response or reply) or used at trial, such materials become a part of a judicial record, and as such “are public
13 documents almost by definition, and the public is entitled to access by default.” *Id.*

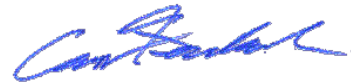
14 ACCORDINGLY, and for good cause shown,

15 IT IS ORDERED that:

16 1. The parties’ Confidentiality Stipulation and Protective Order (#12), as modified and signed
17 by the court, is GRANTED.

18 2. The parties must comply with the requirements of Local Rule 10-5(b) and the Ninth
19 Circuit’s decision in *Kamakana*, 447 F.3d 1172, with respect to any documents filed under seal or used at
20 trial.

21 DATED this 10th day of July, 2015.

22 

23 CAM FERENBACH
24 UNITED STATES MAGISTRATE JUDGE
25

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Attorneys for Defendants Johnson &
Johnson and Janssen Pharmaceuticals, Inc.

BETTE ALLEN, legal guardian of
ROBERT D. MAGALLON, a minor,

Plaintiff,

VS.

JOHNSON & JOHNSON, a New Jersey Corporation; JANSSEN PHARMACEUTICALS, INC. DOES 1 through 10; and ROE BUSINESS ENTITIES 1through 10,

Defendants.

Case No. 2:14-cv-02000-JCM-VCF

CONFIDENTIALITY STIPULATION AND PROTECTIVE ORDER

In order to expedite the flow of discovery material, facilitate the prompt resolution of disputes over confidentiality, adequately protect material entitled to be kept confidential, and ensure that protection is afforded only to material so entitled, pursuant to Federal Rule of Civil Procedure 26(c):

IT IS HEREBY ORDERED that this Confidentiality Stipulation and Protective Order (the "Order") set forth below shall govern such

1 confidential material, and pursuant to Federal Rule of Civil Procedure
2 26(c):

3 1. The Order shall apply to and govern any and all
4 documents produced, answers to interrogatories served, responses to
5 requests for admission served, responses to requests for production served,
6 depositions taken, and all other discovery taken in the above-captioned
7 action (the "Action") pursuant to the Federal Rules of Civil Procedure
8 ("Discovery Material"), to the extent such Discovery Material is designated
9 as "Confidential" in accordance with the Order.

10 2. (a) The parties (and any non-party who agrees to be
11 subject to personal jurisdiction in Nevada for purposes of enforcing the
12 Order) may designate as confidential any Discovery Material they believe,
13 in good faith, contains sensitive commercial information, financial or
14 business plans, trade secrets, proprietary business information, nonpublic
15 research and development information, or personal information of a
16 sensitive nature including medical records and financial information
17 ("Confidential Discovery Material") and are properly protected under
18 Federal Rule of Civil Procedure 26(c). Discovery Material properly made
19 public may not be designated Confidential Discovery Material. Publicly
20 issued or disseminated documents may not be designated Confidential
21 Discovery Material.

22 (b) Information that any party producing documents
23 ("Producing Party") deems highly sensitive because it constitutes trade
24 secrets may be redacted from documents produced in discovery provided
25 that the Producing Party maintains a full and complete copy of each such
26 document (without such redactions) for review by the Court should the
27 receiving party elect to challenge such redactions.
28

1 3. Any Discovery Material that has been designated
2 Confidential Discovery Material pursuant to the Order (unless the
3 designation is challenged in accordance with Paragraph 15 herein and the
4 Discovery Material is thereafter dedesignated as provided by that
5 paragraph) shall be marked pursuant to Paragraph 10 herein, shall be
6 disclosed only to "Qualified Persons" (as defined in Paragraph 4), and shall
7 be used only in connection with the Action.

8 4. "Qualified Persons" shall be limited to the following:

- 9 a. The named parties to the Action, their current
10 employees and agents, and counsel representing the
11 parties in the Action (including members of such
12 counsel's staff, such as paralegals, secretaries, and
13 law clerks, to whom it is reasonably necessary that
14 the material be shown for purposes of the Action).
- 15 b. For purposes of the Action, attorneys for a party
16 may disclose Confidential Discovery Material to
17 retained experts (including persons directly
18 employed by such experts) and to retained
19 consultants and to any person expected to testify at
20 trial or at a deposition to the extent that the
21 Confidential Discovery Material relates to his/her
22 proposed testimony, after ensuring compliance
23 with Paragraph 5 and after such person has
24 executed an Declaration of Consultant/Expert/
25 Witness in the form of Exhibit 2 attached hereto.
26 Attorneys who obtained Confidential Discovery
27 Material pursuant to the Order shall prepare a
28 written statement identifying the person to whom

1 the Confidential Discovery Material is to be
2 disclosed. This statement shall include the name,
3 current residence address, and job title of the person
4 to whom the Confidential Discovery Material is to
5 be disclosed, along with the name(s) and
6 address(es) of his/her employer(s) for previous five
7 years. The written statement shall be maintained by
8 said counsel during the pendency of the Action.

- 9 c. Any court reporter or typist rendering services for
10 recording or transcribing of testimony in the Action,
11 any outside independent reproduction firm, or any
12 technical or technology services firm rendering
13 services for a party in the Action.
- 14 d. Independent copying services, independent
15 computer consulting and support services,
16 independent exhibit makers, independent
17 translators, and other independent litigation
18 support services retained by counsel for purposes of
19 the Action.
- 20 e. The person or persons who authored the document
21 containing Confidential Discovery Material (the
22 "Author") or who received such Confidential
23 Discovery Material in the ordinary course of
24 business (the "Recipient"), provided that, if such
25 Confidential Discovery Material includes
26 Confidential Discovery Material regarding any
27 person other than the Author or Recipient, prior to
28 disclosure of such Confidential Discovery Material

1 to the Author or Recipient, the Author or Recipient
2 has been notified of the existence of the Order on
3 the record of a transcribed examination under oath
4 or has executed an Agreement to Maintain
5 Confidentiality in the form of Exhibit 1 attached
6 hereto.

7 f. The person who was a subject of the Confidential
8 Discovery Material (the "Subject"), provided that, if
9 the Subject was not the Author or Recipient of such
10 document, or if such Confidential Discovery
11 Material relates to any specifically identifiable
12 person other than the Subject, prior to disclosure of
13 such Confidential Discovery Material to the Subject,
14 the Subject has been notified of the existence of the
15 Order on the record of a transcribed examination
16 under oath or has executed an Agreement to
17 Maintain Confidentiality in the form of Exhibit 1
18 attached hereto.

19 g. Former employees or agents of a party who need to
20 know or have access to any Confidential Discovery
21 Material for the purposes of the Action, after
22 ensuring compliance with Paragraph 5 and after
23 such person has executed a Declaration of
24 Consultant/Expert/Witness in the form of Exhibit
25 2 attached hereto; and

26 h. The Court and its personnel.

27 5. Before Plaintiff discloses any Confidential Discovery
28 Material to any Qualified Persons described in Paragraphs 4(b) or 4(g)

herein, the procedures in this Paragraph shall be followed to assure that no Confidential Discovery Material is disclosed to any person who presently works – as an employee, agent, independent contractor or consultant – for a Competitor of Defendants. "Competitor" is defined as a pharmaceutical company that researches, develops, manufactures, markets and/or sells any antipsychotic medication, as well as any company that provides consulting or other services related to antipsychotic medications to such a pharmaceutical company. Counsel for Defendants impose on the Qualified Persons described in Paragraphs 4(b) or 4(g) to whom the Confidential Discovery Material is to be disclosed the obligation to make the good faith determination as to whether he or she works for a Competitor. If the person determines himself/herself to work for a Competitor, neither the Confidential Discovery Material nor the contents thereof shall be discussed with or disclosed to such person. If the person determines himself/herself not to work for a Competitor, that person shall execute the Declaration of Consultant/Expert/Witness, attached hereto as Exhibit 2. Plaintiff's counsel shall retain any such declarations and make them available to counsel for the other parties to this litigation upon request. If there is any dispute between parties as to whether a person works for a Competitor, any party may seek a ruling from the Court. Counsel making disclosures to Qualified Persons identified in Paragraph 4(e) or 4(f) shall ensure that such persons execute an Agreement to Maintain Confidentiality in the form of Exhibit 1 attached hereto shall retain all executed Agreements to Maintain Confidentiality during the pendency of the Action. A person who is considered a Qualified Person pursuant to Paragraph 4(e) or 4(f), and also Paragraph 4(b) or 4(g) need only sign the Declaration of Consultant/Expert/Witness, attached hereto as Exhibit 2.

1 6. Confidential Discovery Material may not be used by any
2 person receiving such Confidential Discovery Material for any business or
3 competitive purposes and shall be used solely for the purposes of the
4 Action, and for no other purpose without the prior written consent of the
5 producing person. All persons described in and/or encompassed by the
6 Order shall not, under any circumstances, sell, offer for sale, advertise,
7 publicize, publish or use in any manner for competitive purposes the
8 Confidential Discovery Material. All persons receiving or given access to
9 Confidential Discovery Material in accordance with the terms of the Order
10 consent to the continuing jurisdiction of the Court for the purposes of
11 enforcing the Order and remedying any violations thereof. Disclosure of
12 Confidential Discovery Material other than in accordance with the terms of
13 the Order may subject the disclosing person to such sanctions and
14 remedies as the Court may deem appropriate.

15 7. Nothing contained in the Order shall abrogate any legal
16 obligation of any party to disclose any document or information as
17 required by law. However, before a party shall disclose any Confidential
18 Discovery Material pursuant to a litigation request for production of
19 documents, a subpoena or another legally enforceable demand from any
20 state agency or official, or any agency or department of the United States,
21 the party, when permitted by law, shall give written notice of the
22 subpoena, or other legally enforceable demand (including the delivery of a
23 copy thereof) to the attorneys for the Producing Party ten days prior to the
24 time when production of the information is required. In the event that the
25 subpoena or other legally enforceable demand purports to require
26 production of such Confidential Discovery Material on less than ten days'
27 notice, the party to whom the subpoena is directed shall give prompt
28 telephonic notice of the receipt of such subpoena or other legally

1 enforceable demand and forthwith deliver the same day a copy thereof to
2 the attorneys for the Producing Party. If application for a protective order
3 is made promptly before the return date, the party to whom the request is
4 directed shall not produce such Confidential Discovery Materials prior to
5 receiving a court order or the consent of the Producing Party, except as
6 required by law.

7 8. Any Producing Party may designate as "Confidential" any
8 Discovery Material that the Producing Party believes, in good faith,
9 contains Confidential Discovery Material. Any non-party that produces
10 Discovery Material in the Action may designate as "Confidential" any
11 Discovery Material that it believes, in good faith, contains Confidential
12 Discovery Material, as defined by the Order, provided that the non-party
13 agrees to be subject to personal jurisdiction in Nevada solely for purposes
14 of enforcing the Order and agrees to comply with the Order. Only
15 documents containing Confidential Discovery Material shall be so
16 designated. As to Discovery Material produced by a non-party, any party
17 may designate as "Confidential," in accordance with the Order, any
18 Discovery Material produced within 30 days after receiving such Discovery
19 Material. All Discovery Materials produced by non-parties shall be treated
20 as Confidential Discovery Material for 30 days after receipt by all parties,
21 after which time only Discovery Materials designated as Confidential shall
22 be treated as Confidential pursuant to the Order. Treatment of deposition
23 testimony and transcripts, or portions of transcripts, is addressed under
24 Paragraph 11 herein. Notwithstanding any other provisions of the Order, a
25 non-party may only designate Discovery Material it produces in the Action
26 as Confidential Discovery Material.

27 9. The designation by the Producing Party of any Discovery
28 Material as Confidential Discovery Material shall constitute a

1 representation that such documents have been reviewed by counsel of
2 record or any attorney designated by counsel of record, and counsel of
3 record believes there is a good-faith basis for such designation.

4 10. Confidential Discovery Material, if in writing, shall have
5 the following language or similar legend stamped on the face of the
6 writing, or shall otherwise have such language clearly marked:

7 **CONFIDENTIAL/PRODUCED IN LITIGATION**
8 **PURSUANT TO PROTECTIVE ORDER**

9 Such stamping or marking will take place prior to production by the
10 Producing Party, or subsequent to selection by the receiving party for
11 copying but prior to the actual copying if done expeditiously. The stamp
12 shall be affixed in such manner as not to obliterate or obscure any written
13 matter.

14 11. Any party may designate deposition testimony and
15 transcripts, or portions of transcripts, as Confidential Discovery Material
16 by advising opposing counsel in writing within 30 days after the transcript
17 has been received and specifying the testimony being designated
18 confidential by page and line number(s). Until the expiration of such 30-
19 day period, all testimony given in the deposition shall be treated as if
20 confidential under the Order, after which only the portions specifically
21 designated Confidential Discovery Material pursuant to the first sentence
22 of this paragraph shall be so treated.

23 12. Responses to written discovery and information
24 contained therein shall be designated as Confidential Discovery Material
25 by means of a statement at the conclusion of each answer specifying the
26 information that is confidential contained therein or by another method
27 that clearly indicates which portions of the answer or information are
28 considered confidential, and by placing the legend referenced in Paragraph

1 10 on the front of any set of interrogatory answers containing such
2 information.

3 13. A Producing Party that inadvertently fails to designate its
4 Discovery Material as Confidential may so designate the Discovery
5 Material by fully complying with the following: Within ten days after the
6 Producing Party discovers that it inadvertently produced the Discovery
7 Material without designating it as Confidential Discovery Material
8 pursuant to the Order, the Producing Party may designate the Discovery
9 Material as Confidential Discovery Material by sending a written notice
10 explaining why the Producing Party considers the Discovery Material to be
11 Confidential Discovery Material, along with replacement copies of such
12 Confidential Discovery Material marked pursuant to Paragraph 10 herein
13 to all parties to whom such Discovery Material was produced. Upon
14 receipt of such written notice and replacement copies, and from that time
15 forward, the provisions of the Order shall apply to the newly designated
16 Discovery Material. Such designation may be challenged in accordance
17 with Paragraph 15 herein, but the inadvertent production without the
18 confidentiality designation shall not constitute a waiver of any claim of
19 confidentiality. After receipt of a written notice and replacement copies in
20 accordance with this provision, the receiving party shall make reasonable
21 efforts to retrieve copies of the Discovery Material from any non-Qualified
22 Person to whom it was previously disseminated, and shall make
23 reasonable attempts to destroy or return all copies of the original
24 documents that were inadvertently not designated as Confidential
25 Discovery Material.

26 14. Inadvertent production of any information that a
27 Producing Party later claims in good faith should not have been produced
28 because of immunity, privilege, or other legal protection, including, but not

1 limited to, the attorney-client privilege or work product doctrine
2 ("Inadvertently Produced Privileged Material"), will not be deemed to have
3 waived any privilege or other legal protection. A Producing Party may
4 request the return of any Inadvertently Produced Privileged Material. A
5 request for the return of Inadvertently Produced Privileged Material shall
6 identify the Inadvertently Produced Privileged Material and the basis for
7 withholding them from production. If a Producing Party requests the
8 return, pursuant to this paragraph, of any Inadvertently Produced
9 Privileged Material, such Inadvertently Produced Privileged Material and
10 all copies thereof shall be returned to the Producing Party within 20 days
11 unless the party that received the Inadvertently Produced Privileged
12 Material gives notice to the Producing Party within that time that it
13 declines to return such materials because of a legal obligation to keep them
14 and/or disagreement with the Producing Party's claim of immunity,
15 privilege, or other legal protection for the Inadvertently Produced
16 Privileged Material. In such event, the Producing Party may, within 14
17 days of receipt of the notice described in the preceding sentence, serve a
18 motion calling for return of the Inadvertently Produced Privileged
19 Material. The Producing Party shall bear the burden of establishing
20 grounds for the return of the Inadvertently Produced Privileged Material
21 that it seeks and shall provide a copy of the materials at issue to the Court
22 as part of its Motion. The Inadvertently Produced Privileged Material shall
23 not be used by the receiving party for any purpose until the Court resolves
24 the motion, except in connection with such Motion, provided that the
25 opposition to the Motion may be subject, in whole or in part, to the
26 Producing Party's motion for protection of such information.

27 15. Nothing in the Order shall be construed in any way as a
28 finding that information designated as "Confidential" actually is

1 Confidential Discovery Material. At any time during the Action, any party
2 may challenge the designation of such material as "Confidential" by written
3 notice to the party that produced such Confidential Discovery Material.
4 Within 21 days of such a challenge, the party that produced such material
5 shall respond in writing stating the basis under which the Confidential
6 Discovery Material should be treated as "Confidential." The burden of
7 demonstrating the confidential nature of Confidential Discovery Material
8 shall be on the Producing Party or non-party who made the "Confidential"
9 designation. If no such statement in writing is given within that timeframe
10 (or within a shorter or longer timeframe agreed to by the parties), the
11 Discovery Material will cease to be subject to the protection of the Order.

12 After the written basis is provided to the challenging party, the
13 parties shall meet and confer in an attempt to resolve any such
14 disagreements. For any disagreement that cannot be resolved, the
15 Producing Party must move the Court for a protective order within 21 days
16 after the challenging party gives written notice that the dispute has not
17 been resolved and that it continues to challenge the designation of the
18 material as Confidential, or such other time period as the parties may
19 agree. Nothing in this paragraph shall prevent any receiving party from
20 seeking to shorten the time to determine a challenge to any designation if
21 necessary for the completion of discovery or otherwise for the conduct of
22 the Action.

23 16. The Order shall not prevent any persons bound by it from
24 making use of information or documents without the restrictions of the
25 Order if the information or documents are lawfully in their possession by
26 means other than through production as Confidential Discovery Material
27 through this litigation, except for information or documents that a person
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1 bound by the Order obtains knowing that the information or documents
2 were made available in violation of the Order.

3 17. Any Confidential Discovery Material that is filed with the
4 Court, and any pleading, motion, or other paper filed with the Court
5 containing or disclosing any such Confidential Discovery Material shall be
6 filed under seal and shall bear the legend: "THIS DOCUMENT
7 CONTAINS CONFIDENTIAL INFORMATION COVERED BY A
8 PROTECTIVE ORDER OF THE COURT AND IS SUBMITTED UNDER
9 SEAL PURSUANT TO THAT PROTECTIVE ORDER. THE
10 CONFIDENTIAL CONTENTS OF THIS DOCUMENT MAY NOT BE
11 DISCLOSED WITHOUT EXPRESS ORDER OF THE COURT." Said
12 Confidential Discovery Material and/or other papers shall be kept under
13 seal until further order of the Court; however, Confidential Discovery
14 Material and other papers filed under seal shall be available to the Court
15 and counsel of record, and to all other persons entitled to receive the
16 Confidential Discovery Material contained therein under the terms of the
17 Order.

18 18. Nothing in the Order shall prevent or restrict any party in
19 any way from inspecting, reviewing, using, or disclosing any Discovery
20 Material produced or provided by that party, including Discovery Material
21 designated as "Confidential." Nothing shall prevent disclosure beyond that
22 required under the Order if the Producing Party consents in writing to
23 such disclosure, or if the Court, after notice to all affected parties, orders
24 such disclosure.

25 19. Nothing contained in the Order shall affect the right, if
26 any, of any party or witness to make any other type of objection, claim, or
27 other response to discovery requests. The Order shall not be construed as a
28 waiver by any party of any legally cognizable privilege to withhold any

1 Confidential Discovery Material or of any right that any party may have to
2 assert such privilege at any stage of the Action.

3 20. A party may refer to Confidential Discovery Material in
4 pretrial conferences before the Court, at evidentiary hearings, and at trial.
5 The use of Confidential Discovery Material at evidentiary hearings and at
6 trial may be addressed in subsequent orders prior to such hearings and in
7 the final pretrial order. Any party or attorney that reasonably believes that
8 he or she will disclose Confidential Discovery Material in a hearing or any
9 other public proceeding before the Court other than at evidentiary hearings
10 and at trial shall so inform the Court and the Producing Party in advance of
11 actual disclosure insofar as possible. If the Producing Party objects, the
12 Producing Party shall be entitled to ask the Court to decide what
13 precautions, if any, are appropriate to protect the Confidential Discovery
14 Material, including how exhibits designated as "Confidential" shall be filed
15 to maintain their confidentiality.

16 21. Neither the termination of the Action nor the termination
17 of employment of any person shall relieve any person from the obligation
18 of maintaining both the confidentiality and the restrictions on use of
19 anything disclosed pursuant to the Order.

20 22. The Order shall not enlarge, narrow, or in any way affect
21 the proper scope of discovery in the Action or any other action, and the
22 Order shall not imply that Discovery Material designated as "Confidential"
23 under the terms of the Order is properly discoverable, relevant, or
24 admissible in the Action or any other action.

25 23. The entry of the Order shall be without prejudice to the
26 rights of the parties, or of any non-party, to seek additional or different
27 protection for Confidential Discovery Material from the Court. Nothing
28 herein shall prevent any party from: (i) applying to the Court for a

modification of the Order; (ii) applying to the Court for further or additional protective orders; or (iii) making an agreement with the other party to modify the Order subject to Court approval.

24. The terms of the Order shall survive and remain in effect after the termination of the Action. The parties shall take such measures as are necessary and appropriate to prevent the public disclosure of Confidential Discovery Material, through inadvertence or otherwise, after the conclusion of the Action. The Court shall retain jurisdiction over the parties to the Order and any other person bound by the terms of the Order (including non-parties designating Discovery Material as Confidential Discovery Material) to enforce the terms thereof.

LUH & ASSOCIATES

MORRIS LAW GROUP

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 Las Vegas, Nevada 89101

Attorneys for Defendants Johnson & Johnson and Janssen Pharmaceuticals, Inc.

ORDER

IT IS SO ORDERED.

UNITED STATES ~~DISTRICT~~ JUDGE
 Magistrate

DATED: _____
 July 10, 2015

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EXHIBIT 1

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

BETTE ALLEN, legal guardian of
ROBERT D. MAGALLON, a minor,

Plaintiff,

vs.

JOHNSON & JOHNSON, a New
Jersey Corporation; JANSSEN
PHARMACEUTICALS, INC. DOES
1 through 10; and ROE BUSINESS
ENTITIES 1 through 10,

Defendants.

) Case No. 2:14-cv-02000-JCM-VCF

) **AGREEMENT TO MAINTAIN**
) **CONFIDENTIALITY**

The undersigned hereby acknowledges that he/she has read
the CONFIDENTIALITY STIPULATION AND PROTECTIVE ORDER
entered in the above-captioned action and that he/she fully understands
and agrees to abide by the obligations and conditions of the
CONFIDENTIALITY STIPULATION AND PROTECTIVE ORDER.

Dated: _____

(Signature)

(Print Name)

EXHIBIT 2UNITED STATES DISTRICT COURT
DISTRICT OF NEVADABETTE ALLEN, legal guardian of
ROBERT D. MAGALLON, a minor,

Plaintiff,

vs.

JOHNSON & JOHNSON, a New
Jersey Corporation; JANSSEN
PHARMACEUTICALS, INC. DOES
1 through 10; and ROE BUSINESS
ENTITIES 1 through 10,

Defendants.

Case No. 2:14-cv-02000-JCM-VCF

**DECLARATION OF
CONSULTANT/
EXPERT/WITNESS**

I, _____, being over 18 years of age, and being
in all respects competent to execute this Declaration, hereby state as
follows:

1. I have been asked to review confidential/proprietary and
other documents regarding a lawsuit currently pending against Johnson &
Johnson, Janssen Pharmaceuticals, Inc., and/or other persons, firms,
corporations or entities, if any, involving the product known as
Risperdal®.

2. To the best of my knowledge and belief, I do not
presently work—as an employee, agent, independent contractor or
consultant—for a Competitor of Defendants, as defined in Paragraph 5 of
the CONFIDENTIALITY STIPULATION AND PROTECTIVE ORDER in
the above-captioned action.

3. I acknowledge that I have read the CONFIDENTIALITY
STIPULATION AND PROTECTIVE ORDER entered in the above-
captioned action and that I fully understand and agree to abide by the

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obligations and conditions of the CONFIDENTIALITY STIPULATION
AND PROTECTIVE ORDER.

I declare under penalty of perjury that the foregoing is true or
correct.

Executed on _____.

(Signature)

(Print Name)